

AN ORDINANCE **2006-03-23-0380**

AUTHORIZING THE EXECUTION OF A CONTRACT CHANGE WITH THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES PROVIDING \$123,869.00 FOR THE HIV SURVEILLANCE PROGRAM OF THE SAN ANTONIO METROPOLITAN HEALTH DISTRICT FOR THE PERIOD JANUARY 1, 2006 THROUGH DECEMBER 31, 2006; ADOPTING THE PROGRAM BUDGET; AND APPROVING THE PERSONNEL COMPLEMENT.

* * * * *

WHEREAS, the City Manager was authorized to execute the Public Health State Support Project 2006/2007 Contract 7460020708 2007 with the Texas Department of State Health Services (TDSHS) through an ordinance passed and approved on January 26, 2006 providing annual assistance to the City to support core public health activities provided by the San Antonio Metropolitan Health District (SAMHD); and

WHEREAS, contract changes are made throughout the term of the contract in order to renew grant programs when their terms expire; and

WHEREAS, TDSHS has now offered a contract change totaling \$123,869.00 through Contract Change 03, Attachment No. 04 to renew support for the ongoing HIV Surveillance Program in the SAMHD; and

WHEREAS, the HIV Surveillance Program gathers and investigates HIV reported disease from community providers, laboratories, hospitals, and jails as well as conducts chart reviews in providers' offices and compiles HIV statistical reports for TDSHS and the SAMHD; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee is authorized to execute a contract change with the Texas Department of State Health Services providing \$123,869.00 for the HIV Surveillance Program of the San Antonio Metropolitan Health District for the period January 1, 2006 through December 31, 2006. A copy of said contract change is attached hereto and incorporated herein for all purposes as Attachment I.

SECTION 2. SAP Fund 26016000 entitled "Public Health State Support Project 2005/2006 - Federal", Funds Center 3607320003, Internal Order 136000000301, is hereby designated for use in accounting for the fiscal transactions of this project.

SECTION 3. The sum of \$123,869.00 is hereby appropriated in the above-designated fund and the budget which is attached hereto and incorporated herein for all purposes as Attachment II is approved and adopted for entry on the City books.

SECTION 4. The four (4) personnel positions set out in Attachment II and incorporated herein are authorized for the activity shown thereon.


SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

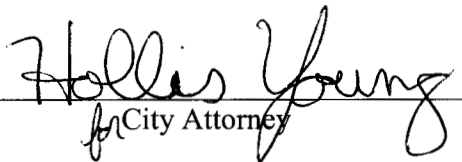
SECTION 6. This ordinance shall become effective on and after April 2, 2006.

PASSED AND APPROVED this 23rd day of March, 2006.


M A Y O R

PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney



**DEPARTMENT OF STATE HEALTH SERVICES
1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199**

STATE OF TEXAS

DSHS Document No. 7460020708 2007

COUNTY OF TRAVIS

Contract Change Notice No. 03

The Department of State Health Services, hereinafter referred to as RECEIVING AGENCY, did heretofore enter into a contract in writing with SAN ANTONIO METROPOLITAN HEALTH DISTRICT hereinafter referred to as PERFORMING AGENCY. The parties thereto now desire to amend such contract attachment(s) as follows:

SUMMARY OF TRANSACTION:

ATT NO. 04 : HIV - SURVEILLANCE

All terms and conditions not hereby amended remain in full force and effect.

EXECUTED IN DUPLICATE ORIGINALS ON THE DATES SHOWN.

Authorized Contracting Entity (type above if different from PERFORMING AGENCY) for and in behalf of:

PERFORMING AGENCY:

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

By: _____
(Signature of person authorized to sign)

(Name and Title)

Date: _____

RECOMMENDED:

By: _____
(PERFORMING AGENCY Director, if different from person authorized to sign contract)

RECEIVING AGENCY :

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
(Signature of person authorized to sign)

Bob Burnette, Director
Client Services Contracting Unit

(Name and Title)

Date: _____

DB CSCU - Rev. 6/05

DETAILS OF ATTACHMENTS

Att/ Amd No.	DSHS Program ID/ DSHS Purchase Order Number	Term		Financial Assistance		Direct Assistance	Total Amount (DSHS Share)
		Begin	End	Source of Funds*	Amount		
01	TB/PC 0000313010	01/01/06	12/31/06	93.116	353,133.00	0.00	353,133.00
02	HIV/PREV 0000313264	01/01/06	12/31/06	93.940	232,350.00	0.00	232,350.00
03	STD/HIV 0000313285	01/01/06	12/31/06	93.977 93.940	336,254.00	0.00	336,254.00
04	HIV/SURV 0000313949	01/01/06	12/31/06	93.944	123,869.00	0.00	123,869.00
DSHS Document No.7460020708 2007 Change No. 03					Totals	\$ 0.00	\$1,045,606.00

*Federal funds are indicated by a number from the Catalog of Federal Domestic Assistance (CFDA), if applicable. REFER TO BUDGET SECTION OF ANY ZERO AMOUNT ATTACHMENT FOR DETAILS.

DOCUMENT NO. 74600207082007
ATTACHMENT NO. 04
PURCHASE ORDER NO.

PERFORMING AGENCY: SAN ANTONIO METROPOLITAN HEALTH DISTRICT

RECEIVING AGENCY PROGRAM: HIV/STD EPI & SURVEILLANCE BRANCH

TERM: January 01, 2006 THRU: December 31, 2006

SECTION I. SCOPE OF WORK:

PERFORMING AGENCY shall conduct active surveillance and reporting activities for human immunodeficiency virus/acquired immunodeficiency syndrome (HIV/AIDS).

PERFORMING AGENCY shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines:

- Chapters 81 and 85 of the Health and Safety Code;
- Relevant portions of Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, as amended;
- 25 TAC Chapter 97, Subchapter F; and,
- RECEIVING AGENCY Standards for Public Health Clinic Services, revised January 2004; and,
- HIV/AIDS and STD Program Operating Procedures and Standards

PERFORMING AGENCY shall perform all activities in accordance with PERFORMING AGENCY'S application, activities work plan and any revisions, and detailed budget as approved by RECEIVING AGENCY Program. All of the above-named documents are incorporated herein by reference and made a part of this contract Attachment. All revisions to these documents shall be approved by RECEIVING AGENCY Program and transmitted in writing to PERFORMING AGENCY.

The activities required to carry out these projects are outlined in the Centers for Disease Control and Prevention (CDC) Guidelines for HIV/AIDS Surveillance, December 1999, and RECEIVING AGENCY Program's grant applications and awards by CDC which are the basis for this contract Attachment. Copies have been provided to RECEIVING AGENCY Program.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), PERFORMING AGENCY shall inform RECEIVING AGENCY Program, in writing, if it will not continue performance under this contract Attachment in compliance with the amended standard(s) or guideline(s). RECEIVING AGENCY may terminate the contract Attachment immediately or within a reasonable period of time as determined by RECEIVING AGENCY.

PERFORMING AGENCY shall immediately comply with all applicable policies adopted by RECEIVING AGENCY Program.

PERFORMING AGENCY shall be responsible to RECEIVING AGENCY Program for the design, maintenance and evaluation of an active surveillance system for AIDS/HIV cases. For the purpose of this contract Attachment, HIV infection and AIDS are as defined by the Centers for Disease Control and Prevention of the United States Public Health Service in accordance with the Health and Safety Code §81.101. The publication designating the most current definition may be requested from RECEIVING AGENCY.

PERFORMING AGENCY shall perform the following:

1. REPORTING

- a. Maintain and submit to RECEIVING AGENCY a current list of key reporting sources in PERFORMING AGENCY'S geographic area and visit key reporting sources at least yearly to establish and maintain communication about reporting rules and regulations (including Incidence Surveillance) and available public health services.
- b. Collect reports of HIV and AIDS cases diagnosed and/or treated within PERFORMING AGENCY'S geographic area.
- c. Ensure that HIV/AIDS case reports are accurate, complete and submitted to RECEIVING AGENCY Program within 45 days of receipt of the initial laboratory or morbidity report.
- d. Download and mail electronic and hard copy case reports, addendums or testing history interview forms to RECEIVING AGENCY Program weekly by Friday close of business unless prior arrangements have been made with RECEIVING AGENCY Program.
- e. Conduct Incidence Surveillance activities in cooperation with the contracted Incidence Surveillance technical assistance provider identified by RECEIVING AGENCY Program.
- f. The PERFORMING AGENCY in accordance with TAC Title 25 Part 1 Chapter 97 Subchapter F Section G will perform enhanced perinatal surveillance.

2. REGISTRY MAINTENANCE

- a. Maintain a case file on all confirmed and suspected cases of HIV and AIDS diagnosed and/or treated within PERFORMING AGENCY'S geographic area.
- b. Follow-up pediatric HIV exposed cases every six (6) months until the case has met the CDC surveillance definition of presumptively or definitely infected or uninfected.
- c. Review HIV cases at a minimum of once yearly to identify and update registry with AIDS defining conditions.

3. SYSTEM EVALUATION

- a. Review and provide appropriate follow-up on all suspected HIV/AIDS cases identified by RECEIVING AGENCY Program's alternate record review systems in order to enhance case ascertainment and validate the effectiveness of local surveillance efforts.
- b. Track reporting by local sources in order to monitor the level of compliance to reporting laws and level of case ascertainment.
- c. Conduct prescribed weekly, monthly, quarterly and annual analyses to monitor trends in the data and evaluate data quality.

4. EPIDEMIOLOGIC INVESTIGATIONS

- a. Initiate epidemiologic investigations on newly reported No Identified Risk (NIR) cases and cases of public health importance within three (3) days of receipt of case report through contact with appropriate health care provider or the review of medical records.
- b. A determination of the need for public health follow-up will be made on all HIV positive test results within three (3) business days of the receipt of the test results. If no clear determination can be made within the three business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation.
- c. Perform epidemiological follow-up on all No Reportable Risk (NRR) cases through active surveillance activities within 120 days of notification from RECEIVING AGENCY.
- d. Assist RECEIVING AGENCY Program with other epidemiologic investigations as deemed necessary by RECEIVING AGENCY Program or CDC.

5. CONFIDENTIALITY

- a. Store all case files and computer diskettes containing patient information in a locked file cabinet when not in use. The locked file cabinet and surveillance computer shall be kept in a locked room with limited, controlled access.
- b. Utilize passwords to access computer databases containing HIV/AIDS case data. Passwords shall be changed monthly and known only to surveillance personnel.
- c. Limit the number of persons who have keys to registry files to persons directly involved in case reporting and the HIV/STD Program Manager in PERFORMING AGENCY'S geographic area.
- d. Require RECEIVING AGENCY'S statement of Confidentiality to be signed by all personnel having access to HIV/AIDS case files and computer diskettes and kept on file by PERFORMING AGENCY.
- e. PERFORMING AGENCY may release demographic analyses of local data as public information as long as it complies with RECEIVING AGENCY'S Policy No. 020.061 "*Publication or Release of HIV/STD Data*".

RECEIVING AGENCY reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. RECEIVING AGENCY Program will monitor PERFORMING AGENCY'S expenditures on a quarterly basis. If expenditures are below that projected in PERFORMING AGENCY'S total contract amount as shown in SECTION III. BUDGET, PERFORMING AGENCY'S budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMING AGENCY shall authorize its staff to attend training, conferences, and meetings for which funds were budgeted and approved by RECEIVING AGENCY Program.

PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, PERFORMING AGENCY'S effectiveness in providing the services described in this contract Attachment, without waiving the enforceability of any of the other terms of the contract:

PERFORMING AGENCY shall enter no less than 90% of all new disease reports received by the PERFORMING AGENCY as morbidity into the HIV/AIDS Reporting System within 24 hours of receipt of the disease report.

PERFORMING AGENCY shall ensure transfer of collected HIV/AIDS case information by the close of business on Friday of each week to RECEIVING AGENCY Program. PERFORMING AGENCY may request RECEIVING AGENCY Program to extend the timetable for transferring data. Any agreement shall be in writing and signed by both parties.

PERFORMING AGENCY shall have no less than 90% of the HIV/AIDS cases reports with legitimate answers to the three questions: 1) was patient informed of HIV status; 2) were partner services needed; and 3) are additional referral services needed. If the percentage of case reports with these three questions completed drops below 80%, PERFORMING AGENCY must prepare and submit a plan to RECEIVING AGENCY addressing how the completion percentage will be improved.

PERFORMING AGENCY shall make a determination of the need for public health follow-up on 95% of all HIV positive test results within three (3) business days of receipt of the test results. If no clear determination can be made within the three (3) business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation

PERFORMING AGENCY Program will provide HIV/AIDS case reporting activities for cases diagnosed in the following geographic area(s): Bexar.

PERFORMING AGENCY shall complete and submit quarterly activity reports demonstrating PERFORMING AGENCY'S conduct of HIV/AIDS case-finding activities. These reports shall be submitted to RECEIVING AGENCY Program on the 20th day of April 2006, July 2006, October 2006, and January 2007 in a format provided by RECEIVING AGENCY Program.

PERFORMING AGENCY shall submit all data and reports within the required time frames. The reports shall be completed to the satisfaction of RECEIVING AGENCY Program for reimbursement vouchers to be processed. If the reports do not meet these conditions, RECEIVING AGENCY Program may impose sanctions as described in the General Provisions, **Sanctions** Article.

SECTION II. SPECIAL PROVISIONS:

General Provisions, **Assurances** Article, is revised to include the following:

PERFORMING AGENCY shall comply with all federal and state non-discrimination statutes, regulations, and guidelines. PERFORMING AGENCY shall provide services without discrimination on the basis of race, color, national origin, age, disability, ethnicity, gender, religion, or sexual orientation.

General Provisions, **Records Retention** Article, is revised to include the following:

All records pertaining to this contract Attachment shall be retained by PERFORMING AGENCY and made available to RECEIVING AGENCY, the Comptroller General of the United States, the Texas State Auditor, or any of their authorized representatives, and in accordance with RECEIVING AGENCY'S General Provisions. PERFORMING AGENCY shall put into place a retention schedule appropriate for the "Site of Report" for hard copies of the HIV/AIDS Case Report Form for both adult and pediatric.

Due to the sensitive and highly personal nature of HIV/AIDS-related information, PERFORMING AGENCY shall require its personnel to adhere strictly to the General Provisions, **Confidentiality of Protected Health Information** Article. This Article, is revised to include the following:

Neither PERFORMING AGENCY, nor any subrecipient, shall transfer a client or patient record through any means, including electronically, to another entity or person, or subrecipient without written consent from the client or patient, or someone authorized to act on his or her behalf; however, RECEIVING AGENCY may require PERFORMING AGENCY, or any subrecipient, to transfer a client or patient record to RECEIVING AGENCY if the transfer is necessary to protect either the confidentiality of the record or the health and welfare of the client or patient.

RECEIVING AGENCY shall have access to a client or patient record in the possession of PERFORMING AGENCY, or any subrecipient, under authority of the Health and Safety Code, Chapters 81 and 85, and the Medical Practice Act, Texas Occupations Code, Chapter 159. In such cases, RECEIVING AGENCY shall keep confidential any information obtained from the client or patient record, as required by the Health and Safety Code, Chapter 81, and Texas Occupations Code, Chapter 159.

SECTION III. BUDGET:

PERSONNEL	\$76,447.00
FRINGE BENEFITS	33,856.00
TRAVEL	1,893.00
EQUIPMENT	0.00
SUPPLIES	800.00
CONTRACTUAL	0.00
OTHER	4,107.00
 TOTAL DIRECT CHARGES	 \$117,103.00
INDIRECT CHARGES	\$6,766.00
TOTAL	\$123,869.00

Total reimbursements will not exceed \$123,869.00.

Financial status reports are due the 30th of April, 30th of July, 30th of October, and the 30th of March.

The negotiated indirect cost amount shown above is less than PERFORMING AGENCY'S current approved indirect cost rate on file at RECEIVING AGENCY.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

7460020708 2007-04

Application or Contract Number

SAN ANTONIO METROPOLITAN HEALTH DISTRICT

Organization Name and Address

332 W COMMERCE ST STE 307

SAN ANTONIO, TX 78205-2489

ATTACHMENT II
Fund Group ID #26016108 - Public Health Support 2006/2007 - Federal
Fund 26016000
Funds Center 3607320000
Functional Area 3600400000030012
TDSHS Contract No. 7460020708 2007

<u>ESTIMATED REVENUES</u>	<u>SAP GL No.</u>	<u>ORIGINAL BUDGET</u>
Attachment #04	4501100	\$ 123,869
Total Estimated Revenues		<u>\$ 123,869</u>

APPROPRIATIONS

HIV Surveillance Program
36-07-32 01/01/2006 - 12/31/2006
Cost Center 3607320003
Internal Order 136000000301

Regular Salaries & Wages	5101010	75,447
Language Skill Pay	5101050	600
Social Security	5103005	4,900
Life Insurance	5103010	179
Personal Leave Buy Back Pay	5103035	400
Group Health Insurance	5104030	19,584
TMRS	5105010	8,693
Temporary Services	5202010	1,527
Transportation Allowance	5203090	1,893
Mail & Parcel Post Service	5205010	1,500
Office Supplies	5302010	800
Automatic Data Processing Svcs	5403520	1,080
Workers' Disability Comp.	5405020	500
Indirect Cost	5406530	6,766
Total 36-07-32		<u>\$ 123,869</u>

PERSONNEL COMPLEMENT:

Activity 36-07-32
Cost Center 3607320003
Internal Order 136000000301

<u>Class No.</u>	<u>Title</u>	<u>Previous Positions</u>	<u>Add (Deduct)</u>	<u>Current Positions</u>
0010	Office Assistant	1	0	1
0067	Administrative Aide	1	0	1
0040	Administrative Assistant I	1	0	1
0282	Health Program Specialist	1	0	1
	Total 36-07-32	<u>4</u>	<u>0</u>	<u>4</u>